

# CITY OF BROKEN ARROW

## REQUEST FOR PROPOSAL

### Enterprise Resource Planning System RFP 18.107

Date: July 24, 2017

The City of Broken Arrow, Oklahoma (the "City"), desires to select a firm to perform Enterprise Resource Planning for the City of Broken Arrow.

If you or your firm is interested in participating in the solicitation and review process, please **submit your proposal, including all required forms and return to the City of Broken Arrow, Purchasing Department 1700 West Detroit, Broken Arrow, Oklahoma 74012 on or before 3:30 p.m. CST August 18, 2017. Bid opening will be August 21, 2017 10:30 am at the Broken Arrow Operations Office Building 485 North Poplar Ave., Conference Room C107.**

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the City of Broken Arrow's City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted the City of Broken Arrow is subject to the Oklahoma Open Records Act (51 O.S. §24.1A et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by bidders. The successful proposer shall understand, however, that their proposal (including any final contracts) will become public record after its acceptance by the City Council.

Stephen Steward  
Information Technology Director  
City of Broken Arrow  
220 S. 1<sup>st</sup> Street  
Broken Arrow, OK. 74012

Notice is hereby given that the City of Broken Arrow is accepting proposals on the following work:

Analysis for Broken Arrow Enterprise Resource Planning System

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### **1. GENERAL REQUIREMENTS**

#### **1.1 PURPOSE:**

The City of Broken Arrow, OK is seeking proposals from qualified respondents, for services of a Professional Consultant to assess the City's comprehensive software needs, develop a RFP for an Enterprise Resource Planning (ERP) system for distribution to potential vendors, participate in the evaluation of proposals with the objective of providing a shortlist of the top four (4) ERP vendors that would best meet the needs of the City, in accordance with the terms, conditions and specifications contained in this Request for Proposal (RFP).

#### **1.2 SCHEDULE OF ACTIVITIES:**

<b>DATE</b>	<b>ACTIVITY</b>
<b>July 24, 2017</b>	<b>Issue RFP to the Public</b>
<b>August 4, 2017, 5pm</b>	<b>Cut-Off for written requests for information by 5:00 pm, CST</b>
<b>August 11, 2017</b>	<b>Addendum with responses to the questions issued.</b>
<b>August 18, 2017</b>	<b>Proposals due to the city by 3:30 p.m. CST</b>

#### **1.3 DUE DATE FOR PROPOSALS:**

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's of Broken Arrow website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Division at 1700 W. Detroit, Broken Arrow, Oklahoma by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Hard copy paper proposals must be sealed and one original, so marked, submitted. If submitting electronically no paper copy is required.

**The proposals must be in sealed envelopes and marked in bold letters "RFP 18.107"**

#### **1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail to:

Pat Harrison, Purchasing Agent.

Phone: (918) 259-8361

Fax: (918) 259-8376, E-mail: [PHarrison@brokenarrowok.gov](mailto:PHarrison@brokenarrowok.gov)

Any oral responses to any question shall be unofficial and not binding on the City of Broken Arrow. An Addendum to this RFP providing the City of Broken Arrow's official response will be issued if necessary to all known prospective respondents. Questions must be submitted by August 4, 2017 by 5pm, CST.

## BACKGROUND

Located in northeast Oklahoma, Broken Arrow is the fourth largest city in the state, with an estimated population of 110,000 people spread out over 55 square miles. From 2000 to 2010, U.S. Census Bureau numbers show the City grew by 32%, making it one of the fastest growing incorporated municipalities in Oklahoma. The City's FY 2018 budget:

General Fund Revenue	\$84,142,915
Expenses	\$72,176,400
Broken Arrow Municipal Authority Revenues	\$95,714,791
Expenses	\$94,344,800

The BAMA budget is \$32,767,000 or 52.22% more than Fiscal Year 2016-17. The primary reason for the increase of \$30,103,000 in utility capital projects funded through loans from the Oklahoma Water Resources Board.

Capital Improvement Fund	\$ 7,150,000
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The City employees 820 full time employees.

## **SECTION “A”**

### **SPECIFICATIONS**

To provide contractual services for a project titled;

#### **RFP for Consulting Services for Enterprise Resource Planning System (ERP)**

##### **1. PROJECT GOALS AND OBJECTIVES:**

The City of Broken Arrow (City) is seeking proposals from qualified respondents, for services of a professional Consultant to:

- 1.1** Assess the City's comprehensive software needs;
- 1.2** Develop a RFP for an Enterprise Resources Planning (ERP) system for distribution to potential vendors;
- 1.3** Participate in the evaluation of proposals with the objective of providing a shortlist of the top four (4) ERP vendors that would best meet the needs of the City, in accordance with the terms, conditions, and specifications contained in this Request for Proposal (RFP).

##### **SCOPE OF WORK:**

The City plans to replace its current AS400 system. The current applications and others, lack features and integration capabilities required to support the growth that has occurred within the City. The new system must provide capabilities that will encourage new process development and extend the system's usage into each department of the City. The City's growth requires forward thinking and flexibility in the feature set of the new application.

There is also a current need for other systems such as a CRM solution and a more fully integrated Electronic Document Management system – for file scanning, storage, including electronic forms processing (internal and external) and Workflow that will easily and seamlessly integrate with an ERP system.

The City intends to move forward with acquiring and implementing an ERP solution. This procurement will result in a contract for consulting services to aid the City in the development of a RFP and implementation of an Enterprise Resource Management (ERP) solution. This procurement is not for system integration services. There will be subsequent procurement for ERP software and system integration services. The City seeks a vendor with extensive ERP consulting experience and skills, with a particular emphasis on ERP as it relates to public sector implementations. This “experience” must be for a state or local government and the ERP project must have involved multiple functional areas.

##### **2. CURRENT “HTE/SUNGARD/SUPERION” MODULES IN USE:**

A centralized Information Technology (IT) department of ten employees, in concert with departmental contacts, provides City support for information systems. The City currently utilizes the

HTE/SunGard//Superion ERP system on two IBM AS/400 ISeries. This ERP system has been in place since 1998 and is utilized for the following functions:

- Accounting
- Purchasing
- Budgeting
- Business License
- Asset Management
- Cash Receipts
- Accounts Receivable
- Fleet Management
- Work Orders & Facility Management
- Purchasing/Inventory Management
- Utility Billing (Water, Sewer & Refuse)
- Payroll
- Human Resources
- Planning & Engineering
- Land Management
- Plan Review
- Code Enforcement
- Permitting
- Inspections
- Click-2-Gov3 E-Government Integration
- OnePoint payment processing
- Document Management Services
- Qrep/Cognos IBM query report generation
- Courts Case Management
- Police – Crimes Record Mgmt., Computer Aided Dispatch, Jails, Evidence/Property, Incident, Arrest, Field Interview, Wants/Warrants, Case Mgmt., BOLOs, Personnel/Training
- Fire – Incidents, Fire Resources, EMS, Prevention, Rosters, Fire Personnel

In addition to HTE/SunGard/Superion, additional applications are utilized to provide added functionality not otherwise included in the base systems. Some examples are:

NeoGov, Saltus Digi-Ticket, Dataprose (utility bill printing), GTG AVL/Mapping, WEXLINK Billing (fuel pump and fuel purchase integration), See-Click-Fix, ImageTrend, Granicus Legistar Insite/Cloud, CivicPlus, Webtrac, ESRI GIS, Questys Document Imaging, Executime Time & Attendance, Selectron IVR, ProQa (Dispatch medical questions),

### **3. ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) RFP PROJECT:**

The consulting services will be provided on an hourly, as-used basis, and will include the following:

- 3.1** Perform a Review of Application use and “Needs Assessment” and develop a Plan of Action for addressing the issues identified. This would include any software that is redundant in use.
- 3.2** Examination of current business practices and processes;

- 3.3 Recommendation on current business practices and processes;
- 3.4 Conducting the analysis for, and the development of, an RFP to procure an ERP solution for the City;
- 3.5 Assisting in the evaluation of proposals, shortlisting the top four (4) vendors, selection of an ERP vendor and advising the City throughout the procurement process for the ERP solution;
- 3.6 Project Coordination;
- 3.7 Assisting the City in the execution of the final contract resulting from the RFP process;
- 3.8 Advising the City on the necessary qualifications of City team members for all phases of the ERP implementation;
- 3.9 Advising the City in the development and execution of change management processes throughout the life of the ERP project;
- 3.10 Project Status Reports;
- 3.11 Other ERP System services as deemed necessary as mutually agreed upon by the City and Consultant.

#### **4. CONSULTANT QUALIFICATIONS:**

Consultant shall not be affiliated with any potential vendor or show any bias toward any particular ERP Company/provider. Consultants who are deemed the most qualified may be invited to present to a review team their statement of work to be performed and a conceptual approach to the assessment and development of the City's Enterprise Resource Planning (ERP) RFP and the acquisition of services. Due to the nature of this project, the selected vendor should have significant experience in the following areas:

- Project scheduling;
- Accurate project cost estimation;
- RFP Development;
- Vendor evaluation and scoring;
- Municipal/Governmental bid specification requirements.

Selected firm must have a minimum of 5 years' experience providing applicable services and solutions. Assigned project staff to the City's project must have a minimum of 3 years' experience leading and facilitating the ERP requirements analysis process. Selected firm must have successfully completed a minimum of three (3) government engagements with the state, city, county or similar municipal government in the past five (5) years. Lead consultant must have served as a lead consultant in a similar engagement with at least one similar size government agency within the past three (3) years.

## **5. CONSULTANT SERVICES:**

The work will be accomplished by the Consultant and with the full cooperation and direction of the City's Project Team. Weekly oral progress reports will be presented to the Review Team, at which time management policies and guidelines will be established. The Consultant shall submit brief, periodic, progress reports to the City as requested.

## **6. CONSULTANT RESPONSIBILITIES:**

All activities of the Consultant shall be performed in a legal and ethical manner. The Consultant is responsible for the assessment of current software needs, development of an RFP, assisting in the evaluation of proposals, providing specific time frames, and status reports, as mutually agreed to in conjunction with the City's Project Manager. The Consultant must be dedicated to servicing the City during the project. The responsibilities include, but not limited to the following:

- 6.1** Provide qualified consultants to deliver project;
- 6.2** Conduct work in an efficient and expedient fashion;
- 6.3** Assess, plan, and execute in conjunction with the City;
- 6.4** Review of tasks, responsibilities and expected deliverables;
- 6.5** Identification of primary/lead for the duration of this project;
- 6.6** Develop a request for proposal for a new ERP package to be circulated to potential vendors
- 6.7** Evaluation of proposals and selection of a ERP vendor
- 6.8** Contract negotiations with the successful ERP vendor

### **Items to be considered include:**

- Data conversion
- Archival and retrieval of historical records
- Maintenance of legacy hardware
- Training
- Integration between/with other systems
- Product documentation
- Projected life cycle of each alternative

### **6.9 Optional Services**

The selected firm should also provide information on their ability and estimated cost in providing the below optional services:

- Other ERP System related services as deemed necessary – For example, installation, implementation, training and go-live for a new ERP system. Provide three levels of project management:
  - Low (Advisory Scenario)
  - Med
  - High (Active Project Management)

**Include total hours and total cost figures for each level of project management**



## **7. CITY RESPONSIBILITIES:**

- 7.1** Identify, schedule and confirm availability of support staff and management for interviews and meetings;
- 7.2** Schedule meeting rooms or conference calls as necessary;
- 7.3** Provide suitable workspace and/or training room for contractor personnel to accomplish their tasks. Provide cooperative access to knowledgeable staff that may be required during the examination phase of the project;
- 7.4** Obtain and provide information, data, decisions and approvals;
- 7.5** The City will designate a project manager from among its personnel who will be dedicated to this project. The City's Management or Governance Team for this project will provide project oversight on an as-needed basis.

## **8. PROJECT PHASES:**

### **Phase One**

- Project Kick-off;
- Attend Meetings;
- Examine and report on recommended business practices and processes;
- Conduct and Prepare needs assessment;
- Prepare timeline schedule for project in conjunction with the City;
- Other Related tasks as required in this Phase.

### **Phase Two**

- Develop RFP working with City's Project Team and the Purchasing Division
- Develop vendor evaluation, cost and scoring criteria with City's Project Team;
- Prepare and present estimated project cost report for City's Project Team;
- Prepare timeline schedule for project;
- Work with City's Project Team and the Purchasing Division to Release RFP;
- Attend meetings with the City's Project Team;
- Other Related tasks as required in this Phase of the RFP Process.

### **Phase Three**

(Duration of this Phase will/shall be completed upon all requirements being met and accepted by the City's Project Team).

- Conduct and Assist City's Project Team with the vendor evaluations process;
- Prepare and present status reports to City's Project Team;
- Develop a shortlist of the Top four (4) ERP Vendors;
- Complete vendor selection, negotiations and/or award;
- Attend meetings of City's Project Team;
- Other Related tasks as required in this Phase.

## 9. COST:

All prospective vendor responses must provide the total cost of completing all phases of this project. The cost should further be divided into cost estimates for each of the planned project phases. Under no circumstance should the cost of all phases exceed the total project price quoted. The quoted cost is to be the cost for all resources by the vendor both anticipated and unanticipated.

**All travel, lodging & per diem expenses are to be incorporated within the total project cost and will not be paid in addition to the consulting fees, unless the Project Team specifically directs additional travel.**

Work requested outside the scope of this contract shall be approved by the Project Manager, in writing, prior to commencement of work. Each proposer shall provide as a part of their proposal response, an hourly fee schedule for services over and above those encompassed by the total cost for each of the disciplines provided for in the respondent's proposal.

## 10. SCHEDULE:

A project time line for each phase must be submitted within your Technical Approach item "e" response.

## 11. EVALUATION:

The award of the contract will be based on certain objective and subjective considerations listed below:

The City will consider qualifications and experience, technical approach, references and cost in the evaluation of proposals. The maximum points that shall be awarded for each of these categories are detailed below:

<u>Evaluation Factor</u>	<u>Point Range</u>
• Qualifications and Experience	30%
• Technical Approach	25%
• References	15%
• Cost Proposal	30%

An evaluation team of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the team will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The team will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the team will give further consideration to all responsive proposals received. In step two, the team may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation team may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by respondents,

as part of the evaluation process.

The City reserves the right, before awarding the contract, to require a respondent to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all respondents prior to determination of award.

The City reserves the right to award the contract to the respondent who will best serve the interests of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

## **12. FORMAT REQUIREMENTS:**

Responses should include one (1) original, four (4) copies and one (1) electronic version (such as CD) of the proposal returned in a sealed envelope bearing the name and address of the respondent.

The City requires comprehensive responses to every section within this RFP. To facilitate the review of the responses, firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation.

It is not the intent to constrain firms with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation.

The firm's representative who is authorized to contractually bind the firm shall sign the RFP.

All proposal packages are to include the following components:

1. Title Page - Include the RFP number and name, address, telephone number of firm, contact person and date of proposal.
2. Table of Contents.
3. Letter of Transmittal.
4. Form 1: Proposal Tender Form
5. Form 2: Award Notice Form
6. Form 3: Required Disclosure Form
7. Form 4: Drug-Free Workplace Compliance Form
8. Form 5: Non-Collusion Affidavit

### **9. Qualification and Experience:**

- a. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team that will undertake this project.
- b. Identify the project manager and each individual who will work as part of this project. Include resumes for each person to be assigned.

- Include any professional designations and affiliations, certifications and licenses, etc.
- c. Describe the experience of the firm in the last thirty-six (36) months in performing consulting services in similar size and scope.
- d. The same information must be provided for any associate firm or sub- consultant.

#### **10. Technical Approach:**

- a. What have been the significant problems with ERP implementations in other agencies? Describe how you will help the City of Broken Arrow avoid similar problems.
- b. Provide a narrative that illustrates how the respondent will complete the scope of services and accomplish required objectives.
- c. Describe your actual experiences in dealing with “cultural change management” in ERP implementations.
- d. In your opinion, what are the top five critical success factors (in priority order with #1 being most important) in an ERP project in the public sector? Discuss how you would help the City of Broken Arrow deal with each of these to mitigate the risk of failure.
- e. Provide a statement of proposed services timetable and availability. The statement should respond to scope of work. Provide a summary of timetable and availability of respondent to prioritize the City’s project. Timetable should cover the total hours provided in the financial proposal section.

#### **11. References:**

Provide references for similar successful projects from three (3) clients, including: project description, company name, contact name, telephone and email address.

12. Any additional information to be determined by the firm.

#### **13. GENERAL INFORMATION:**

- a. The City is not responsible for the U.S. Mail or private couriers regarding receipt of a proposal.
- b. The City reserves the right to waive informalities or irregularities in proposals, to reject any or all proposals, and to negotiate further with the firm selected.
- c. The City reserves the right to continue Professional Services as set forth in the State of Oklahoma Statutes, as amended.
- d. The submission of a proposal shall be considered prima facia evidence that the firm has full knowledge of the scope, nature, quantity, and quality of work to be performed, the requirements of the specifications, and the conditions under which the work is to be performed.
- e. The firm shall furnish the City with any additional information that may be reasonably required.
- f. The City reserves the right to conduct personal interviews with any or all firms prior to the final selection. The City will not be liable for any costs incurred by the firm in

connection with an interview.

- g. The City reserves the right to waive minor irregularities in this RFP.
- h. All materials submitted in response to this Request for Proposal shall become the property of the City of Broken Arrow.
- i. All expenses incurred by a firm to respond to this RFP shall be the obligation of the firm and shall not be a liability of the City.
- j. The City reserves the right to use its resources, facilities, capabilities, and materials for services requested in the RFP. All materials and work products produced by the firm for the City shall become the exclusive property of the City and shall not be disclosed or otherwise used in any manner whatsoever, without the prior written approval of the City.

#### **14. INDEMNIFICATION:**

The firm, without exception, shall indemnify and hold harmless the City, its officers, agents, and employees from any and all liability of any nature and kind including costs and expenses for, or on account of, any copyrighted materials, patented or unpatented invention processes, or article manufactured or used in relation to this RFP. If the firm uses any design, device, or material covered by letters-of-patent or copyright, it is mutually agreed and understood, without exception, that the fees charged by the firm shall include all royalties or costs arising from the use of such design, device, or material.

#### **15. PROPOSAL IS NOT A BID:**

This Request for Proposal is not to be considered a bid. The City will evaluate responses based on the criteria set forth in this RFP. The evaluation process is to consider all requested criteria to determine which firm is the most highly qualified to perform the required services.

## SECTION "B"

### GENERAL PROVISIONS

#### 1.1 INSTRUCTIONS TO RESPONDENTS

- **Specifications** that are **explicit** to this particular **Request for Proposal Number 18.107** are found in **SECTION "A"**, which begins on page 5.
- **Title Page; Table of Contents; Letter of Transmittal; Proposal Tender Form (Form 1)** (3 pages) plus **Forms 2, 3, 4, and 5** plus **Qualifications and Experience; Technical Approach and References**, must be completely filled out, appropriately executed and submitted as the minimal proposal package. These start on page 22.

Failure to comply with the requirements of this paragraph may be construed by the CITY as proper grounds for disqualifying any proposal at the CITY's sole discretion.

**This Request for Proposal is not to be considered a BID.** The City of Broken Arrow will evaluate proposals based on the criteria set forth in the proposal package. Fees may be requested as part of the proposal package. However, if fees are requested, the City reserves the right at its sole discretion to exclude the fee proposal from the evaluation process. The evaluation process will consider all other requested criteria to determine which company is the most highly qualified to perform the required services.

#### 1.2 TERMS AND CONDITIONS

- A. General. It is the purpose and intent of this contract to secure the supplies and/or services listed herein for the City of Broken Arrow, Oklahoma, hereinafter called the "CITY."
- B. Time for CITY Acceptance. Unless otherwise specified herein, the submitter will allow sixty (60) days from the last date for the receiving of proposals for acceptance of its submittals by the CITY.
- C. Effective Contract Term Start Date. The effective contract term start date shall be the date of award by the CITY or date of Notice to Proceed, whichever is later.
- D. Contract Termination. Subject to a thirty (30) day written notice, the CITY reserves the right to terminate the resulting contract for the following causes:
  - 1) The CONTRACTOR fails to perform the work in a satisfactory manner as determined by the CITY.
  - 2) The CONTRACTOR fails to perform the work in a timely manner as determined by the CITY.
  - 3) For convenience. By the CITY, effective upon the receipt of notice by CONTRACTOR. The CITY's performance and obligation to pay under this Agreement is contingent upon annual appropriations.
- E. Award.
  - 1) The CITY reserves the right to waive informalities, to reject any and all proposals, in whole or in part, and to accept the proposal(s) that in its judgment will best serve the interest of the CITY.

- 2) The CITY specifically reserves the right to reject any conditional proposal and will normally reject those that make it impossible to determine the true amount of the submittal. Each item must be itemized separately and no attempt shall be made to tie any item or items together.
- F. Trade Names. Where trade names or brands are specified, the proposal is to indicate name of the equivalent item on which the respondent is proposing. In case a proposal is made on an item offered as an equivalent, the City shall be the sole judge in determining whether the proposal is for an equivalent item. Where a selection of manufacturers and product numbers are given, please specify the brand being proposed.
- G. Inspection. All supplies and workmanship shall be subject to inspection and test after arrival at destination. In case any articles are found to be defective, or otherwise not in conformity with the specification requirement, the CITY shall have the right to reject such articles.
- H. Payments. The Contractor shall be paid, upon the submission of invoices in triplicate, the prices stipulated herein for articles delivered and accepted. Invoices must show Purchase Order Number.

### **1.3 ADDITIONAL INFORMATION**

The information in this RFP package is provided to facilitate proposals. Much effort was made to provide necessary and accurate information, but the CITY is not to be penalized for any lack of completeness. If you require further information regarding this submittal, please contact Pat Harrison, Purchasing Manager in the Purchasing Division at (918) 259-8361.

### **1.4 ADDENDA TO THE RFP**

If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy to each of the respondents, who, according to the records of the Purchasing and Procurement Division previously requested a copy of this RFP. However, prior to submitting a proposal, it shall be the responsibility of the respondent to contact the CITY's Purchasing and Procurement Division (918-259-8361) to determine if any addenda were issued and if so, to obtain such addenda for attachment to, and consideration with, the RFP. Respondents should either acknowledge receipt of such addenda on their proposal, or attach such addenda to their proposal.

### **1.5 USE OF PROPOSAL RESPONSE FORMS**

All proposals must include the completed Proposal Tender Form provided in this package, and all questions must be answered. Proposals will not be accepted where the Proposal Tender Form has been retyped or altered by the respondent. Failure to comply may preclude consideration of the proposal. Supplemental information may be attached to the Proposal Tender Form.

### **1.6 DEVIATIONS FROM REQUESTED PLAN**

The contract terms and conditions stipulated in this RFP are those required by the CITY. Respondents are required to submit their proposal, which complies with the requested services. Any deviations from the services requested should be clearly noted.

### **1.7 CONFLICT WITH SPECIMEN CONTRACTS**

Unless specifically noted to the contrary as a deviation from the RFP, the submission of respondent's specimen contract with a respondent's proposal submittal shall not constitute notice of the respondent's intent to deviate from the RFP in a restrictive manner. Unless specifically noted otherwise, the attachment of the respondent's specimen contract shall be deemed to be an offer in at least full compliance with the RFP, and the respondent expressly agrees to reform said contract to the extent inconsistent in a restrictive manner from the RFP. That is, submission of a respondent's contract shall be deemed solely an offer of supplemental terms and conditions not otherwise addressed in the RFP or a broadening of terms and conditions to the benefit of the CITY beyond that required by the RFP.

## **1.8 ERRORS IN SUBMITTALS**

Respondents shall fully inform themselves as to the conditions, requirements and specifications before submitting the proposal. Failure to do so will be at the respondent's own risk, and a respondent cannot secure relief on a plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the respondents.

## **1.9 LEGAL AND REGULATORY COMPLIANCE**

The respondent must agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations as the same exist and as may be amended from time to time

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

## **1.10 CANCELLATION/NON-RENEWAL/ADVERSE CHANGE/RATE INCREASE NOTICE**

The CITY should be given at least a 90-day notice of cancellation, non-renewal, adverse change or increase in rates.

## **1.11 WAIVER/REJECTION OF PROPOSALS**

The CITY reserves the right to waive formalities or informalities in proposals and to reject any or all proposals or portions of proposals, or to accept any proposals or portions of proposals deemed to be in the best interest(s) of the CITY or to negotiate or not negotiate with the respondent.

## **1.12 AUTHORIZED OFFER**

The person submitting the proposal should indicate the extent of authorization by the Company to make a valid offer in the proposal summary that may be accepted by the CITY to form a valid and binding contract.

If the person submitting the proposal is not authorized to submit a proposal that can be bound by CITY acceptance, such a person should also obtain the signature of an authorized representative of the insurer, that may result in a bound contract upon the CITY's acceptance.

## **1.13 EVALUATION OF PROPOSALS**

The CITY will evaluate each proposal based on all the criteria set forth in the RFP. Fees may be requested as part of the proposal package. However, if fees are requested, the CITY reserves the right at its sole discretion to exclude the fees from the evaluation process. The evaluation process will consider all other requested criteria to determine which firm is the most highly qualified to perform the required services.



## **1.14 USE OF PROPOSAL BY OTHER AGENCIES**

It is hereby made a part of this RFP that the submission of any proposal response to the advertisement request constitutes a proposal made under the same terms and conditions, for the same contract price, to other government agencies if agreeable by the submitter and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies including the State of Oklahoma, its agencies, political subdivisions, counties and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this RFP and subsequent contract award.

## **1.15 CONFLICT OF INTEREST CERTIFICATE**

Under no circumstances should any prospective respondent or any person or persons acting for or on behalf of the said prospective respondent, seek to influence or gain the support of any member of the City Council or the City Staff favorable to the interest of any prospective respondent or seek to influence or gain the support of any member of the City Council or City Staff against the interest of any prospective respondent. Any such activities shall result in the exclusion of the prospective respondent from consideration by the CITY.

## **1.16 THIS SECTION INTENTIONALLY LEFT BLANK**

## **1.17 INSURANCE REQUIREMENTS**

### **A. GENERAL INSURANCE PROVISIONS**

**Hold Harmless:** The City shall be held harmless against all claims for bodily injury, disease, death, personal injury, and damage to property or loss of use resulting there from, to the extent caused by the Contractor, unless such claims are a result of the City's sole negligence.

**Payment on Behalf of the City:** The Contractor agrees to pay on behalf of the City, the City's legal defense, for all claims described herein.

Such payment on behalf of the City shall be in addition to all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

**Loss Control/Safety:** Precaution shall be exercised at all times by the Contractor for the protection of all persons, employees, and property. The Contractor shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control and safety measures should reasonably be expected.

### **B. PROOF OF CARRIAGE OF INSURANCE & NAMING CITY AS ADDITIONAL INSURED**

The Contractor shall furnish the City with satisfactory proof of carriage of insurance required herein. The Contractor shall name the City of Broken Arrow (City) as additional insured on the Contractor's, and any sub-consultant or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the Contractor or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the Organization.

### **C. BASIC COVERAGES REQUIRED:**

During the term of this contract, the Contractor shall procure and maintain the following-described insurance and/or self-insurance except for coverage's specifically waived by the City. All policies and insurers must be acceptable to the City.

These insurance requirements shall not limit the liability of the Contractor. The City does not represent these types of amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

All insurers must carry a current A M Best rating of at least A-

#### **Worker's Compensation Coverage is required.**

The CONTRACTOR and all subcontractors shall purchase and maintain worker's compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.

The CONTRACTOR and all subcontractors shall also purchase any other coverage required by law for the benefit of employees.

#### **General Liability Coverage is required for Contractor and all subcontractors.**

Commercial General Liability in Occurrence Form.

Coverage A shall include Bodily Injury and Property Damage coverage for liability claims arising from premises, operations, contractual liability, independent Contractors, products and complete operations and including but not limited to coverage for claims resulting from explosion, collapse, or underground (x,c,u) exposures (if any).

Coverage B shall include personal injury and **is required.**

Coverage C, medical payments **is not required.**

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

Products and Completed Operations are **required for Contractor and all subcontractors.**

Amount: \$1,000,000 aggregate

Business Auto Liability Coverage **is required for Contractor and all subcontractors.**

Business Auto Liability Coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Amounts:	Bodily Injury:	\$1,000,000	each occurrence
		\$1,000,000	aggregate
	Property Damage:	\$1,000,000	each occurrence
		\$1,000,000	aggregate

#### **D. CERTIFICATES OF INSURANCE OF CONTRACTOR AND ALL SUBCONTRACTORS.**

Required insurance shall be documented in Certificates of Insurance, which provide that the CITY shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

New Certificates of Insurance are to be provided to the CITY at least 15 days prior to coverage renewals.

If requested by the CITY, the CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms and endorsements.

For Commercial General Liability coverage, the Contractor shall at the option of the City, provide an indication of the amount of claims, payments, or reserves chargeable to the aggregate amount of liability coverage.

NOTE: Any sub-contractors approved by the City shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverages shall name the City as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the successful proposer(s)' obligation to fulfill the insurance requirements herein.

#### **1.18 THIS SECTION INTENTIONALLY LEFT BLANK**

#### **1.19 BANKRUPTCY**

No firm will be issued a contract for the work, where a key representative has filed for bankruptcy personally or has been a CITY/officer or principal of a firm, which has filed bankruptcy in the past seven (7) years.

## **1.20 NONEXCLUSIVE**

Notwithstanding the contract resulting from this RFP, the CITY reserves the right to follow its normal purchasing procedures at any time to procure additional services for any of the types of work noted in this RFP.

## **1.21 DRUG FREE WORKPLACE COMPLIANCE FORM**

Attached is a Drug Free Workplace Compliance Form. All submitted proposals must include this form executed by the proper representative of your company. **(See attached Form 4).**

**FORM 1: PROPOSAL TENDER FORM** (page 1 of 3)

RFP #:                   **18.107**

TITLE:                   **RFP for Consulting Services for Enterprise Resource Planning System (ERP)**

DATE:                   \_\_\_\_\_

TO:                      THE CITY OF BROKEN ARROW PURCHASING DIVISION

Consultant will perform the Scope of Services on a Phased approach and a fixed Hourly Fee Schedule. Any additional services authorized by the City of Broken Arrow shall be billed utilizing an Hourly Fee Schedule.

**All costs including travel are to be included in your proposal. The City will not accept any additional costs.**

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the respondent and the City.

**1. Cost per phase/time frame**

Phase I     \$ \_\_\_\_\_ Estimated Hours & Duration \_\_\_\_\_

Phase II    \$ \_\_\_\_\_ Estimated Hours & Duration \_\_\_\_\_

Phase III   \$ \_\_\_\_\_ Estimated Hours & Duration \_\_\_\_\_

**TOTAL COST OF ALL PHASES   \$ \_\_\_\_\_**

**2. Firm, Fixed Hourly Fee for Additional Services performed outside the RFP Scope of Work.**

                  \$ \_\_\_\_\_ / Hour

**FORM 1: PROPOSAL TENDER FORM** (page 2 of 3)

**NOTE:** Respondent is solely responsible for developing / determining / verifying for this project all plans / all methods / all quantities / all measurements and all manufacturers' requirements / recommendations necessary to provide a satisfactory fully completed project under the provisions of the RFP, to the CITY's satisfaction, to include costs for all labor, all equipment, all materials, all rental / leasing / purchasing of equipment and materials, all preparations, all repairs, all safety work, all quality control work, all disposal work, all mobilization and demobilization work, all sub-contractor work, all taxes, all insurance, all bonding if required, all inspection work, all verification work, all warranty work, all permitting at all levels of government, all contractor overhead, all contractor profit, and any / all other project related work and/or cost/expense that is not listed, and all of which shall be the basis for the respondent's proposal for this RFP.

SUBMITTED

BY:

\_\_\_\_\_  
Printed Name of Authorized Submitter

COMPANY NAME:

ADDRESS:

CITY, STATE & ZIP:

TELEPHONE NUMBER:

EMAIL ADDRESS:

By:

\_\_\_\_\_  
Signature of Authorized Submitter

\_\_\_\_\_  
Title (typed or neatly printed)

**FORM 1: PROPOSAL TENDER FORM** (page 3 of 3)

**ADDENDA RECEIPT VERIFICATION**

**Respondent shall acknowledge receipt of all addenda, if any, to the RFP, by filling in Addenda Numbers and dates below.**

Addendum # _____ Dated: _____	Addendum # _____ Dated: _____
-------------------------------	-------------------------------

**PROPOSAL DOCUMENT TURN-IN CHECKLIST**

The following documents are to be completed, signed and submitted as part of the Submittal Package in response to this RFP. Failure to provide the listed documents may be cause for the CITY to consider rejection of the submitted proposal. This consideration will be at the sole discretion of the CITY.

INITIAL Check-Off	#	SECTION TITLE
[     ]	1.	Title Page
[     ]	2.	Table of Contents
[     ]	3.	Letter of Transmittal
[     ]	4.	<b>FORM 1: PROPOSAL TENDER FORM</b> (completed Pages 18 thru 19)
[     ]	5.	<b>FORM 2: PROPOSAL AWARD NOTICE FORM</b> – (completed Page 20)
[     ]	6.	<b>FORM 3: REQUIRED DISCLOSURE FORM</b> (completed Page 21)
[     ]	7.	<b>FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM</b> (completed Page 22)
[     ]	8.	<b>FORM 5: NONCOLLUSION AFFIDAVIT</b> (completed Page 23)
[     ]	9.	<b>Qualifications and Experience</b>
[     ]	10.	<b>Technical Approach</b>
[     ]	11.	References

**NOTE:** Please INITIAL Check-Off of each document / activity / requirement that is attached to the Proposal Tender Form and/or is required by the RFP and/or Addenda.

By: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Authorized Submitter  
Title (typed or neatly printed)

**FORM 2: PROPOSAL AWARD NOTICE FORM**

**City of Broken Arrow**

1700 W. Detroit, Broken Arrow, OK 74012, (918) 259-8376

**NOTICE:** Items 1 to 6 are to be completed by the respondent. The respondent is to submit the form to the CITY along with the Proposal Tender Form and other required documents.

1. Company Name: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. City, State & Zip: \_\_\_\_\_

4. Attention: \_\_\_\_\_

5. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. E-mail address: \_\_\_\_\_

PLEASE PRINT CLEARLY



## **FORM 3: REQUIRED DISCLOSURE FORM**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state or the United States against (1) respondent, (2) any business entity related to or affiliated with respondent, or (3) any present or former owner of respondent or of any such related or affiliated entity. This disclosure shall not apply to any person or entity, which is only a stockholder, which person, or entity owns twenty (20) percent or less of the outstanding shares of a respondent whose stock is publicly owned and traded:

[illegible]

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor: \_\_\_\_\_

## **FORM 4: DRUG-FREE WORKPLACE COMPLIANCE FORM**

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Vendor's Signature

# **FORM 5: NONCOLLUSION AFFIDAVIT**

FAP-412  
Noncollusion  
Affidavit  
Rev. 11/27/02

## NONCOLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the \_\_\_\_\_ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

\_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

## CLIENT REFERENCES

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date of Services:** \_\_\_\_\_

**Description/Scope of Services:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date of Services:** \_\_\_\_\_

**Description/Scope of Services:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date of Services:** \_\_\_\_\_

**Description/Scope of Services:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contract Person:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Date of Services:** \_\_\_\_\_

**Description/Scope of Services:** \_\_\_\_\_

## PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first  
duly sworn, on oath says:

1. (S)he is the duly authorized agent of \_\_\_\_\_, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
  - a. neither the proposer nor anyone subject to the proposer's direction or control has been a party to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
  - b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Notary Public (or Clerk or Judge)

**THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND  
NOTARIZED**

## INTEREST AFFIDAVIT

**The following affidavit is to accompany the proposal:**

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

\_\_\_\_\_, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X \_\_\_\_\_

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
Notary Public

**THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND  
NOTARIZED**